



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

June 28, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF ROAD MAINTENANCE AGREEMENT
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY AND THE CITY OF MONROVIA
(5th DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY:**

1. Find that this Agreement is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the attached Road Maintenance Agreement between the Consolidated Fire Protection District of Los Angeles County (District) and the City of Monrovia (City) effective upon Board approval and remaining in effect until terminated by either party.
3. Delegate the authority to the Fire Chief of the District to renew or amend future Road Maintenance Agreements with the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement will allow the District to maintain certain fire roads needed for wildland fire prevention and control within the City's mountain areas that have been established as mutual assistance areas by both the District and City. It will be of mutual benefit to both the City and the District to have the District maintain certain fire roads for wildland fire prevention and control since the District also utilizes these fire roads for moving

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER

BRADBURY
CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA

CUDAHY
DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS

HAWTHORNE
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMead
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

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personnel and equipment, and as fire control and containment points in the event of wildland fire.

FISCAL IMPACT/FINANCING

Routine road maintenance for certain fire roads will be done on an annual schedule by the District with the District's existing personnel and equipment at no cost to the City. District will be reimbursed for its actual costs for any additional non-routine maintenance work as requested by the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be effective upon execution by your Board and will remain in effect until terminated by either party. Termination requires at least a 30-day written notice.

County Counsel has approved this Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Agreement will allow the District to perform routine road maintenance for certain fire roads on an annual schedule. The maintenance of these fire roads is critical to the District's operations and is a natural extension of our road maintenance program.

CONCLUSION

Please instruct the Executive Officer, Clerk of the Board to return the following to the District:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- Two (2) executed original Agreements and two (2) copies of the Agreement.

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The District will return two (2) original Agreements to the City per the City's request.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "P. Michael Freeman", with a stylized flourish at the end.

P. MICHAEL FREEMAN

PMF:ip

Enclosure

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

FIRE ROAD MAINTENANCE AGREEMENT

between the
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
and the
CITY OF MONROVIA

THIS AGREEMENT, is made and entered into this _____ day of _____,
2004, by and between

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY (hereinafter "DISTRICT"),

and

CITY OF MONROVIA, by and through its Fire
Department (hereinafter "CITY"), with reference to the
following:

WHEREAS, certain mountain areas have been established as mutual assistance areas
by the DISTRICT and CITY; and

WHEREAS, the mountain areas in the CITY can be accessed by certain fire roads; and

WHEREAS, the DISTRICT may need to use the fire roads for wildland fire prevention
and control; and

WHEREAS, it would be of mutual benefit to both parties to have the DISTRICT maintain
those fire roads and provide other related work.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

The term of this Agreement shall commence upon the first date above written and shall
continue until terminated by either party. Either party upon thirty (30) days prior written
notice to the other party may terminate this Agreement at any time.

2. DISTRICT SERVICES

The DISTRICT shall:

- A. Maintain and perform routine maintenance and perform additional non-maintenance work for the fire roads, culverts and road segments as provided herein below in paragraphs 4, 5, and 6 and as identified in Exhibit A of this Agreement, subject to annual review by both parties.
- B. Attend formal meetings and informal consultations with CITY on an as-needed basis to discuss and agree on needed actions regarding the fire roads, culverts, road segments and related work identified herein.

3. DIVERSION OF RESOURCES

CITY recognizes and agrees that the DISTRICT may need to divert resources from CITY fire road work projects at anytime. Therefore, DISTRICT, in its sole discretion, reserves the right to stop, delay or postpone fire road maintenance work for CITY in order to utilize its resources on emergency assignments, priority DISTRICT projects, and any emergency situation affecting the DISTRICT or the County as a whole. As such emergency assignments and projects are completed, DISTRICT shall use its good faith efforts to complete CITY work projects in an expeditious manner thereafter.

4. FIRE ROADS

The DISTRICT shall maintain the Lower Clamshell Truck Trail, Lower Clamshell Motor Way, and Cloverleaf Drive as identified on Exhibit A, attached hereto and incorporated herein by this reference. Additional roads or road segments may be serviced as weather and fire conditions require, and maintenance shall be performed at the sole discretion of DISTRICT representative. Exhibit A may be modified, as needed, by mutual

agreement between the DISTRICT and CITY by adding or removing roads, or road segments, or by altering the description of a road, or road segment, to provide proper identity and description. The Fire Chiefs of the DISTRICT and CITY Fire Department, respectively, or their respective designees, are authorized to mutually approve any revisions to Exhibit A.

5. MAINTENANCE OF FIRE ROADS

Routine maintenance is limited to fire roads identified on Exhibit A and described in paragraph 4 hereinabove and shall consist of one complete grading operation per fiscal year, July 1 through June 30, including as-needed manual brush clearance, no less than ten (10) feet on both sides of the graded road surface, all as determined by DISTRICT in its sole discretion. This routine maintenance shall not take place during any County-wide emergency or during the annual fire season. Actual dates shall be determined annually by mutual agreement among the parties' representatives. Routine maintenance will be done by DISTRICT at no cost to the CITY.

6. ADDITIONAL NON-MAINTENANCE WORK

- A. In the event CITY desires additional non-maintenance work to be performed by the DISTRICT, for example, the repair of storm-caused washouts or damaged culverts (hereinafter "additional work"), the CITY shall submit a request to the DISTRICT Fire Chief describing the location and the additional work desired.
- B. Prior to performing any additional work for CITY, the DISTRICT shall submit a written statement to CITY indicating therein the additional work to be performed and an estimate of the cost utilizing the rates specified in Exhibit B attached hereto and incorporated herein as part of this Agreement. The rates in Exhibit B are determined and set annually by the DISTRICT's Auditor-Controller. Said written statement shall

be subject to the advance written approval of the CITY. DISTRICT shall proceed upon receipt of written approval of the written statement of work by CITY. The CITY shall not be obligated to pay any invoice amount which exceeds 10% of an estimated job cost approved by CITY, as stated herein, unless CITY approves such excess amount.

- C. If DISTRICT determines that the additional work cannot be completed within the estimated job cost plus 10%, DISTRICT shall request written authorization to continue additional work, providing CITY with a revised statement of additional work and estimate of costs. DISTRICT shall proceed with work upon receipt of CITY's written approval of the revised statement of work and estimate of costs.

7. CHANGE IN LABOR AND EQUIPMENT RATES

The rates in Exhibit B shall be revised annually to reflect the new labor and equipment rates set by the DISTRICT's Auditor-Controller.

8. MATERIALS, SUPPLIES, EQUIPMENT, PERSONNEL

The DISTRICT shall provide necessary construction materials, equipment, equipment maintenance, and personnel for the performance of services by DISTRICT under this Agreement.

9. REQUEST FOR PAYMENT

The DISTRICT shall, at the end of the month that any work is done, submit requests for payment for the completed additional work to the following address:

Monrovia Fire Department
141 East Lemon Avenue
Monrovia, CA 91016
Attention: Sam DiGiovanna, Fire Chief

Requests for payment shall identify the road(s), or road segments serviced, work hours, rates, and total. CITY shall reimburse DISTRICT within thirty (30) days of receipt of the request for payment. CITY shall send payments to the DISTRICT at the following address:

Consolidated Fire Protection District of Los Angeles County
P.O. Box 54740
Los Angeles, CA 90054-0740

10. CITY'S OBLIGATION

- A. The CITY shall reimburse the DISTRICT for its costs of providing additional work as stated on the DISTRICT's requests for payment.
- B. Any work on roads or road relocations which are not shown on Exhibit A, shall be the sole responsibility and at the sole expense of the CITY.
- C. The CITY shall not be liable for the payments of any salaries, wages or other compensations to any DISTRICT officer, employee or agent.

11. INDEMNIFICATION BY CITY

CITY agrees to indemnify, defend, and hold harmless DISTRICT and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, or property damage arising from or connected with the services performed by DISTRICT herein under this Agreement, or from any negligent or intentional act or omission of CITY, its subcontractors, officers and employees in the performance of this Agreement.

12. INDEMNIFICATION BY DISTRICT

DISTRICT agrees to indemnify, defend and hold harmless CITY and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, or property damage arising from any negligent or intentional act or omission of DISTRICT, its subcontractors, officers and employees, in the performance of this Agreement. Notwithstanding the foregoing, DISTRICT's duty to indemnify, defend and hold CITY harmless shall not apply when DISTRICT performs 1) services hereunder at the direction of CITY as to the location, timing and/or type of service to be provided, and DISTRICT provides the services as directed, and 2) other services not within the scope of CITY's direction that are provided in a non-negligent manner.

13. ANNUAL REVIEW

The DISTRICT and the CITY shall annually review matters covered by this Agreement and agree on actions to implement this Agreement including, but not limited to, (1) approval of the roads and road segments itemized on Exhibit A, as amended, and (2) approval of the rates listed on Exhibit B, as amended. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern that are covered by this Agreement.

14. DISTRICT-CITY OBLIGATION

Nothing herein contained shall be construed to obligate the DISTRICT or the CITY to perform herein beyond the extent of available funds budgeted or programmed for any additional work or contrary to applicable laws, rules, and regulations.

15. INDEPENDENT CONTRACTORS

Both parties are acting hereunder in their respective independent capacities and not as agents, partners, joint venturers, or associates of the other. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

16. AGREEMENT AMENDMENTS

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, as the governing body of the Consolidated Fire Protection District of Los Angeles County, has caused this Agreement to be subscribed on its behalf by its Chairman, and City of Monrovia has caused this Agreement to be subscribed on its behalf by its duly authorized officer, the day, month, and year first above written.

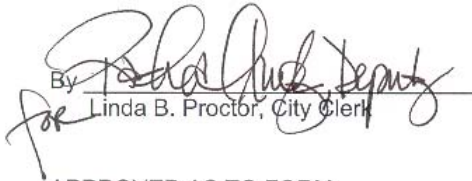
CITY OF MONROVIA

By 
Rob Hammond, Mayor

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

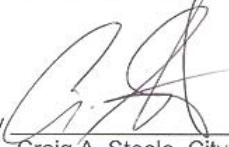
ATTEST:

By 
Linda B. Proctor, City Clerk

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer, Clerk of
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

By 
Craig A. Steele, City Attorney

APPROVED AS TO FORM:

Office of the County Counsel

By 
Deputy

CONSOLIDATED FIRE PROTECTION DISTRICT
FIRE ROAD MAINTENANCE AGREEMENT
FOR THE CITY OF MONROVIA



EXHIBIT B

**CITY OF MONROVIA FIRE DEPARTMENT
LABOR & EQUIPMENT RATES
(EFFECTIVE JULY 1, 2003)**

All rates are for a ten (10) hour day, operated and maintained. Labor rates have been reviewed by the District Auditor-Controller. The equipment rates reflect estimated operating costs as determined by the District.

<u>LABOR</u>		<u>PER HOUR</u>		
Supervising Fire Fighting Construction Equipment Operator				\$101.15
Senior Fire Fighting Construction Equipment Operator				\$90.32
Fire Fighting Construction Equipment Operator				\$85.55
Transportation Truck Driver				\$42.34
Fire Suppression Aid (Swamper)				\$31.82
Firefighter Specialist (Crew)				\$85.61

<u>EQUIPMENT</u>	<u>PER HOUR</u>	<u>PER 10-HOUR DAY</u>		
			w/SR OPER and SWAMPER	w/OPER and SWAMPER
<u>DOZERS</u>				
CAT D8H, D8K, 36A	\$90.00	\$900.00	\$2,121.40	\$2,074.20
w/RIPPER	\$102.00	\$1,202.00	\$2,423.40	\$2,376.20
CAT D644A	\$40.00	\$400.00	\$2,521.40	\$1,574.20
w/RIPPER & SLOPE BOARD	\$47.00	\$470.00	\$1,691.40	\$1,644.20
<u>LOADERS</u>				
CAT 941	\$47.00	\$470.00	\$1,691.40	\$1,644.20
CAT 977	\$72.00	\$720.00	\$1,941.40	\$1,894.20
CAT 950E	\$66.56	\$665.60	\$1,887.00	\$1,839.80
<u>GRADERS</u>				
CAT 120	\$45.00	\$450.00	\$1,671.40	\$1,624.20
CAT 14G	\$71.80	\$718.00	\$1,939.40	\$1,892.20
CAT 130G	\$55.80	\$558.00	\$1,779.40	\$1,732.20
<u>BACKHOES</u>				
JOHN DEERE 410	\$55.00	\$550.00	\$1,771.40	\$1,724.20
JOHN DEERE 450	\$17.00	\$170.00	\$1,391.40	\$1,344.20
JCB 1550	\$79.00	\$790.00	\$2,011.40	\$1,964.20
JCB 1550 w/BREAKER	\$117.00	\$1,170.00	\$2,391.40	\$2,344.20
<u>TRANSPORTS</u>				
		<u>DRIVER PER HOUR</u>		
LOW-BED	\$42.34			
PICK-UP	\$42.34			